

Exhibit J #09

The November 01, 2007
Confidentiality Agreement
(Stefani Deposition Exhibit 13)

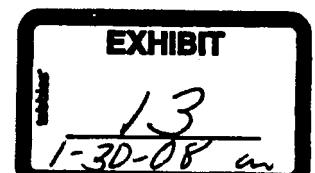
CONFIDENTIALITY AGREEMENT

Plaintiffs Gary Brown, Harold Nelthrope and Walter Harris ("Plaintiffs"), and their attorneys, Stefani & Stefani, Professional Corporation ("S&S") enter into this Agreement by and through their attorneys, with Kwame Kilpatrick ("Kilpatrick), individually and personally, and Christine Beatty ("Beatty"), individually and personally, effective November 1, 2007. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Plaintiffs, Kilpatrick and the City of Detroit have heretofore agreed to settle and resolve through orders of dismissal and settlement agreements and releases (dated November 1, 2007) for a total amount of \$8,400,000.00 the following two matters:

- a) Brown and Nelthrope vs. Mayor Kwame Kilpatrick and the City of Detroit, Case No. 03-317557-NZ; and
- b) Walter Harris vs. Mayor Kwame Kilpatrick and the City of Detroit, et al, Case No. 03-337670-NZ.

2. During the pendency of the above-described lawsuits, plaintiffs obtained possession of or access to certain records containing information regarded as personal, private and confidential records of Kilpatrick and Beatty that were not used or introduced as evidence in



the trial or any other dispositive proceedings in the lawsuits described herein above. In addition, defendants obtained possession of or access to records containing information regarded as personal and private of the plaintiffs, Brown and Nelthrope that were not used, in whole or part, in the trial of the above-described cases or in any dispositive proceedings relating thereto.

3. The parties are desirous of an exchange and return of possession and ownership of the private and confidential records that were not used in the above-described litigation, or in any dispositive proceedings related thereto. Therefore, the parties have entered into this confidentiality agreement to mutually exchange and protect the confidentiality of the private records that are the subject of this confidentiality agreement.

4. Regarding the private and confidential records referenced above, the parties agree as follows:

a) Plaintiffs and S&S, by and through their attorneys S&S, agree to surrender to counsel and/or representatives designated by Kilpatrick all of the documents obtained by plaintiffs concerning the purchase of Christine Beatty's home, the financing through Fifth Third Bank and the refinancing of the previous home in which she resided with Mr. Lou

Beatty. In addition, Plaintiffs and S&S, by and through S&S, agree to transfer ownership of and surrender to counsel and/or representatives designated by Kilpatrick, all original records and all copies of such records made by them of records obtained from Skytel for the text pager issue to Christine Beatty for the period September through October, 2002 and April through May 2003. Collectively, these records shall be hereinafter referred to as "K&B records". This agreement to surrender ownership and possession of the K&B records extends to and also covers plaintiffs' attorneys, S&S, its clients, employees, shareholders and investigators. Plaintiffs and their attorneys further agree to maintain in the strictest confidence, the contents of any and all of the K&B records that came into their custody or control, or to which they have had access.

b) Plaintiffs and their attorneys agree not to disclose such records in any fashion, including pleadings in court relating to the resolution and settlement of claims of damages, attorney fees and/or costs. S&S agrees to require each of its employees to enter into an agreement to refrain from disclosing to any person or entity the existence or contents of such

entitled to in order to avoid the uncertainty of a trial or an appeal and that all parties have agreed to keep the specific terms of the settlement private. In addition, S&S shall promptly notify (by e-mail or fax to the e-mail address or fax number provided to S&S in writing) Christine Beatty and Kwame Kilpatrick of any inquiry received by it as to the specific terms, or specific content of this Confidentiality Agreement.

d) Brown shall enter into an agreement with respect to the K&B records and information contained therein similar to the agreement entered into by S&S employees, specifying liquidated damages of \$3,000,000.00 payable to the City.

e) Nelthrope shall enter into an agreement with respect to the K&B records and information contained therein similar to the agreement entered into by S&S employees, but specifying liquidated damages of \$2,000,000.00 payable to the City.

f) Harris shall enter into an agreement with respect to the K&B records and information contained therein similar to the agreement entered into by S&S employees, but specifying liquidated damages of \$400,000.00 payable to the City.

g) Kilpatrick, Beatty and the City of Detroit agree to surrender to S&S, all of the original documents obtained by them and all copies of such documents made by them concerning the psychiatric medical records of Harold Nelthrope in this litigation and/or by subpoena under Case No. 03-317557-NZ, including but not limited to Brighton Hospital records containing any reference to family history. In addition, Kilpatrick, Beatty and the City shall surrender to S&S all documents obtained by them and all copies of such documents made by them concerning and involving the investigative records regarding any family members of Gary Brown obtained in this litigation and/or by subpoena under Case No. 03-317557-NZ. These records shall hereafter be referred to as "N&B records". This agreement to surrender N&B records shall extend to representatives, agents and attorneys of Kilpatrick and Beatty.

h) Kilpatrick and Beatty further agree to maintain in the strictest confidence, the contents of any and all of the N&B records in their custody or control, or to which they have had access. Kilpatrick, Beatty and their attorneys agree not to disclose such records in any fashion, including

pleadings in court relating to the resolution and settlement of claims of damages, attorney fees and/or costs.

i) In the event Kilpatrick or Beatty personally, or any of their personal attorneys, agents or other persons acting on their personal behalf and with their knowledge violate this Agreement by making disclosures prohibited by the terms of this Agreement, Brown and Nelthrope shall be entitled to equitable remedies, including declaratory and injunctive relief, and liquidated damages in the amount of \$100,000.00 payable to Brown and/or Nelthrope depending on whether the violation relates to Nelthrope or Brown or to both Nelthrope and Brown (in which case the liquidated damages shall be \$200,000.00. Kilpatrick and Beatty acknowledge that disclosure of the N&B records or information contained therein or breach of this Agreement will give rise to irreparable injury to Brown and/or Nelthrope, which is inadequately compensable in damages. Accordingly, Brown and/or Nelthrope may seek and obtain injunctive relief against the breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available. Kilpatrick and Beatty further

acknowledge and agree that the covenants contained herein are necessary for the protection of the privacy rights of Brown and Nelthrope, and are reasonable in scope and content.

5. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effective immediately when given upon personal delivery, one business day after transmittal if sent by email or fax, or three days after mailing if mailing by registered or certified mail with postage and fees prepaid, addressed to the other party at the last known address of said party, or at such other address that such party may designate.

6. This Agreement is entered into between the parties in Michigan, and shall be governed by and construed in accordance with the laws and decisions of the State of Michigan.

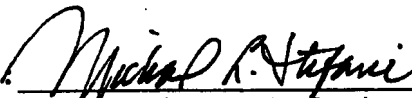
7. All provisions of this Agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal and enforceable. The invalidity or unenforceability of any phrase or provision shall in no way effect the validity or enforceability of any other portion of this Agreement, which shall be deemed modified, restricted, or admitted to the extent necessary to make this Agreement enforceable.

8. This Agreement represents the entire understanding of the parties with respect to the specific subject matter of this Agreement and supersedes all previous understandings, written or oral, between the parties with respect to the subject matter.

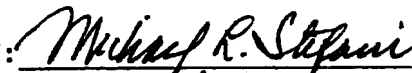
9. This Agreement may only be amended with the written consent of the parties or their successor or, where permitted, assigns, and no oral waiver or amendment shall be effective under any circumstances whatsoever.

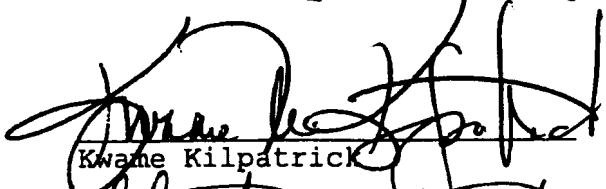
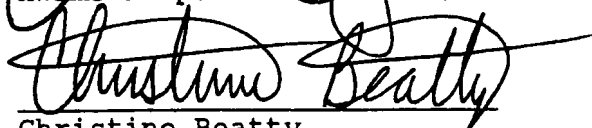
10. In witness whereof, the parties have signed this Agreement on this 1st day of November, 2007.

Plaintiffs, Brown, Nelthrope
& Harris

BY: 
Michael E. Stefani, Esq.

Stefani & Stefani

BY: 
Michael E. Stefani, Esq.


Kwame Kilpatrick

Christine Beatty